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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621865-HII(2)-2026/3620.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **46/2022 dated 30.01.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

AMARPREET SINGH PAWAR, R/O KOTHI NO. 63, C/O DHAN KAUR, PHASE 1, MOHALI. (WORKMAN)

AND

1. RAPTAKOS BRETT & CO. LTD., THOUGH ITS MANAGING DRECTOR, CORPORATE OFFICE, 21-A, MITTAL TOWER, 210, NARIMAN POINT, MUMBAI – 420021.

2. RAPTAKOS BRETT & CO. LTD., THOUGH ITS SR. VICE PRESIDENT (PERSONNEL AND MELTS), CHIEF OPERATING OFFICER, CORPORATE OFFICE 21-A, MITTAL TOWER, 201, NARIMAN POINT, MUMBAI – 400021. (MANAGEMENT)

AWARD

1. Workman Amarpreet Singh Pawar has presented the Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was initially appointed by the management as Business Executive at Chandigarh on a monthly salary of ` 5,500/- per month vide appointment letter bearing No.App BE 2010/LP dated 29.09.2010. He falls under the ambit of 'workman' under Section 2 of the ID Act. The nature of his work was never supervisory. He was working in the field while carrying 15-20 Kg. bag, which included folders, broachers, leave behind literature, samples of medicines sent by the Company for Doctors including [illegible] liquids and solid products. He was a Sales Promotion Employee as prescribed under the Sales Promotion Employees (Condition of Service) Act, 1976 and squarely comes under the definition of 'workman' under the ID Act. His salary was under the slab as set by the Government of India for Workman. As per terms & conditions of the appointment letter, the workman was initially on probation for a period of 6 months. After satisfactory performance, his services were confirmed. The job profile of the workman was to promote the

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Company's products in the market by convincing the Doctors as per Doctors' list supplied by the officials. He had been in continuous service of the management from 27.09.2010 to 10.02.2022. The workman used to work as per orders & directions of his line Managers as well as other superior officers of the management. On 03.01.2019, some of the workmen were informed to start reporting on newly designed mobile application namely 'Fieldbiz', which accepted the summary of reports of the Doctors covered, through personal mobiles of the employee after downloading application on their mobile. Some of the workmen including applicant-workman, who are also members of HMRA requested through mail to the management to rethink on that decision as it infringed the workmen's right to privacy under Article 21. The workmen were reluctant to report to the Company mobile application since downloading application on the personal mobile of the workmen meant giving permission to the addressee management to access the private data of the workmen's personal mobile. Many a times, the workman and union asked the management to discuss that matter with HMRA but the management-Company did not discuss the matter with HMRA and forced the workmen to report through mobile application. To give financial constraint and humiliate and harass the workers, the management started holding the workmen's salary & expenses continuously for eight months and also confined some of the workmen to HQ working only.

3. It is stated that the workers including the applicant-workman approached HMRA and the Union filed demand notice under Section 2(k) of the ID Act raising various demands. The conciliation proceedings were initiated by the Deputy Labour Commissioner, Panchkula. The Special Secretary, Haryana Government vide letter bearing No.ID/Panchkula/3/2020/12934 dated 02.12.2020 refused to refer the industrial dispute for adjudication, which was challenged before the Hon'ble High Court of Punjab & Haryana and the Appropriate Government referred the case to the Labour Court, Ambala. The salary of the workman was stopped in the month of April, 2019 and continued to stop till November, 2019, for which the workman filed the claim before the Assistant Labour Commissioner, Chandigarh under the Payment of Wages Act, 1936. On the instructions of the Authority dated 03.12.2021, the workman received the pending amount on 04.01.2022.

4. It is contended by the workman that the management through Branch Manager telephonically called the workman on 21.04.2021 and instructed him to visit the branch office at Zirakpur on 22.04.2021. On 22.04.2021, the workman was asked to sign a complex document by Branch Manager Ajay Chopra and Shri Shyamalsen Gupta (on phone call) and warned the workman that if he would not sign,Shri Shyamalsen Gupta would not spare, harass and terminate the workman. On his refusal to sign, the workman received e-mail from Vice President Mr. Shyamalsen Gupta on 26.04.2021 with attachment of two Doctors letter heads namely Dr. Vimal Vig and Dr. Sumit Jindal, asking explanation from the workman without taking any management's people in cc. That was after thought act of the management just to harass and threaten the workman to leave the union and sign complex document and take back the legal cases filed in various Courts. After thorough investigation and Forensic Report, above said letters were found to be fake and procured to malign the image of the workman. The workman wrote e-mail dated 04.05.2021 to Shyamalsen Gupta about actual facts but he continued harassing the workman and issued transfer order to the workman within 10 days i.e. on 14.05.2021 to join at Bareilly during lockdown period. The Area Manager Mr. Pankaj Sharma wrote e-mail dated 15.06.2021 to the management admitting that above two letter heads were collected blank from those two Doctors only for order purpose but used them against workman under the pressure and warnings created by his seniors. The workman was asked to join Bareilly on 20th May, 2021. The workman requested the management many times not to transfer him during COVID pandemic and pendency of legal cases. On 11.10.2021, the management charge-sheeted the workman and started domestic inquiry against the workman for not joining at the transferred place. The malafide intentions of the management were depicted from the fact that the domestic inquiry was conducted at Bareilly, a place where there was no Company's office. Further no wages, subsistence allowance, no travel, food and stay arrangements were provided to the workman. The workman applied for 15 days Leave Travel Allowance (LTA) in the month of November, 2021 but the same was not paid. The workman could not attend inquiry due to far off station fixed for inquiry and dates of inquiry were specifically fixed on the same dates of hearing of the Court cases filed by the workman at Chandigarh. Even before initiation of domestic inquiry, the management had hired alternate worker in place of the workman, namely Santosh Kumar for the same duties, products promotion, Doctors, stockiests and area, the workman was covering. On one

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hand, the management charge sheeted the workman on the grounds of absenteeism but on the other hand, issued printed targets by workman's name and Headquarter as Chandigarh, tasks, assignments to the workman. The workman after doing regular tasks and after working in the field reported the tasks performed to the management through mails including physical meets with clients, stockiest, Doctors. The services of the workman were illegally terminated by the management vide letter dated 10.02.2022. The workman filed appeal before the CEO of the Company but he did not get any reply from CEO. The workman also gave explanation to Senior Vice President (Personnel & Materials), who issued termination letter to the workman, about the facts why he was unable to join the inquiry at Bareilly. Juniors to the workman were retained by the management. The workman was victimized for his trade union activities as well as for his legal fight with the Company. The services of the workman were terminated in violation of Section 25F, 25G & 25H of the ID Act. A prayer was made that the workman may be reinstated with continuity of service and full back wages and consequential benefits.

5. The management contested the claim statement by filing written statement raising preliminary objections inter alia that the applicant-workman is not a 'workman' as defined under the ID Act;the Tribunal / Court at Chandigarh has no territorial jurisdiction in respect of the present matter as when the services of the workman were terminated, he was employed at Bareilly (U.P.). It is stated that HMRA was not a recognized union in respect of employees of the Raptakos Brett & Co. Ltd. The union by the name of Raptakos Brett Medical Representative's Association i.e. RBMRA operates in the establishment. The management's Head Quarter is at Mumbai and the establishment is governed by the provisions of the MRTU and PULP Act, 1971. The management is precluded from negotiating with any Union other than with the recognised union in respect of matters of collective bargaining. The reference is incompetent and illegal for misjoinder of causes of action.

6. On merits, it is stated that the workman was resident of Nangal Town, District Ropar, Punjab at the time of his appointment and thereafter, he had been residing at Village Sawara, P.O. Landran, District Mohali and thereafter at Phase – I, Mohali. As per the terms & conditions of service of the workman, he could have been transferred to any other section / Department / Branch / Factory of the Company or its sister concern, subsidiary companies or holding Company existing or new and in any place in India. He was to be allotted separate Headquarters on successful completion of company training. The services of the workman were confirmed on completion of probationary period as per the terms & conditions of service. Work & conduct of the workman was not satisfactory. The Doctors' list was prepared by the workman only. The workman remained absent during the period 01.06.2021 to 09.02.2022 and from 10.02.2022 onwards his services were terminated by following due process of law. The workman was taking his own decision regarding his way of working and he was specialized, well trained knowledge professional, performing and rendering very important and responsible assignments which included –

a) Planning business generation for the month of every product / stock points

b) Organising various sales promotion campaigns / activities and ensuring their effective implementation

c) Monitoring business receivables within specified period

d) Managing inventory levels at various stock points and taking decision on their liquidation

e) Responding effectively to competitors' activities

The main job profile of Nutrition Praefectus was to manage the organizational resources at their command and ensure achievement of business objectives. Since they fall under Management Grades, therefore they were not governed by the Sales Promotion Employees Act, 1976. The reporting through mobile application was implemented w.e.f. 01.04.2019 in the interest of all and to increase effectiveness in business administration. The Company was expected to ensure complete compliance of the work norms and reporting norms implemented by the Company and also changed from time to time, in keeping with the advancement of the technology and business competitiveness. The workman refused to comply with the guidelines for reporting through mobile

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application. No rights of anyone including that of the workman were infringed due to reporting through mobile application. Privacy of none was / is to be affected with reporting through mobile networking. The mobile application was got prepared by the management incurring huge expenses only in order to increase business administration and in the overall benefit of the Company. As the workman did not submit daily work sheet report through mobile reporting from 01.04.2019 to 13.11.2019, his salary was stopped w.e.f. 01.04.2019. The workman was opposing the decision of reporting through mobile application as their working was under check and their nefarious design of claiming to have worked without working was being unearthed and they were not able to claim that they are working in the field without actually working. The workman started mobile reporting from 14.11.2019 and accordingly his salary for the said period was released thereafter. The management never confined some of the workmen to Headquarters working only so as to give them financial constraint and humiliate and harass them. HMRA filed demand notice under Section 2(k) of the ID Act. The appropriate Authority or Government Authority rightly and legally did not refer the dispute for adjudication finding non-existence of an industrial dispute. The explanation was rightly called from the workman as there were genuine complaints against his working and the same was done keeping in view the principles of natural justice and to grant him opportunity to explain. The workman being a member of some union was his personal matter and the answering management had no interference in the working of the union and the worker, being its member. There was no occasion or reason for the management to harass the workman. Shri Pankaj Sharma had resigned from the employment of the management on 01.06.2021 and he was no more employed with the management on 15.06.2021 and thus, no authenticity could be attached to his email which seemed to have been procured by the workman. The workman was terminated from service on account of misconduct for not joining on the transferred place of working and not reporting for duty. The letter heads or the complaints against the workman were not the basis of his transfer from Chandigarh to Bareilly. He was transferred with headquarter at Bareilly due to business exigency. Since the year 2018-19, there has been continuous de-growth in sales within the jurisdiction of Chandigarh headquarter. Further the position at Bareilly had fallen vacant due to resignation of Shri Ajeet Kumar on 03.05.2021. When the workman was transferred to Bareilly, there was no grim COVID situation in the country and there was free movement of goods, passengers and trains. The workman did not ask extension of time to join duty at Bareilly. The workman was charge sheeted vide charge sheet dated 11.10.2021 levelling the charges for willful insubordination or disobedience of lawful and reasonable order and for the charges of absence for more than 10 consecutive days without prior intimation / justification. The workman was given opportunity to submit his written explanation. After considering the reply submitted by the workman vide letter dated 28.10.2021, the management appointed Shri Mukesh Chandra Saxena, an independent authority as Inquiry Officer to conduct the inquiry in the matter of charge sheet dated 11.10.2021. Shri Ashish Srivastava (ZNP) was appointed as the management's representative before the Inquiry Officer. The Inquiry Officer conducted the inquiry in accordance with law and principles of natural justice and granted full opportunity to the workman to participate and defend himself during the inquiry proceedings. However, the workman did not participate in the inquiry proceedings and the Inquiry Officer vide his report dated 09.02.2022 found the charges levelled against the workman as having found proved. Vide e-mail dated 12.11.2021, the workman informed that there was no need for him to attend the inquiry as for him there was no relevance for such inquiry. On the basis of the findings, the Inquiry Officer and after going through the service records, the applicant was awarded the punishment of removal from service and he was advised that if he was aggrieved by the said order, he may file an appeal with the CEO of the Company within seven days of the receipt of the order. His accounts were settled and amount towards his full & final settlement were sent to him through post vide letter dated 31.05.2022 and 03.08.2022. No appeal was filed by the workman against the order of termination. The inquiry was decided to be conducted at Bareilly as it was the place to which the workman stood transferred and it would have been convenient for him to attend and participate in the inquiry proceedings. The workman was not entitled for the leave travel allowance as he was not on duty during the said period. No litigation was pending between the workman and management in the Court of Law at the relevant time. The dates of the inquiry were never fixed by the management but were fixed by the Inquiry Officer. Shri Santosh Kumar was appointed in 'SyndakosDivision' with Mohali as headquarter whereas the workman was working in Edikos Division' with Chandigarh headquarter. Incentive circular / printed targets were sent to the workman in July, 2021 due to error and oversight. Since the inquiry was

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conducted at Bareilly, the transferred place of workman, so there was no question of payment of travelling expenses. The workman himself chose not to cooperate and participate in the inquiry proceedings. The entire inquiry was conducted in a fair & proper manner in accordance with law and after complying with the principles of natural justice. The letter addressed to CEO via mail was not delivered to his mail box and the contents of the mail also did not amount to be an appeal. The allegations contained in e-mail dated 17.02.2022 were false and frivolous. There was no violation of provisions of the ID Act. Remaining averments of the claim statement were denied and a prayer was made for dismissal of the claim.

7. The workman filed replication to the written statement submitted by the management wherein he reiterated the contents of the claim statement and denied the averments made by the management in its written statement.

8. From the pleadings of the parties, following issues were framed vide order dated 10.02.2023 :-

1. Whether the termination of the workman is illegal ? OPW
2. If issue No.1 is proved in affirmative, whether the workman is entitled to reinstatement with continuity of service, full back wages and all other consequential benefits along with interest, as prayed for ? OPW
3. Whether the claimant-workman is not a 'workman' as defined in Section 2(s) of the ID Act ? OPM
4. Whether this Tribunal has no territorial jurisdiction to try and decide the present reference / claim statement ? OPM
5. Whether the reference is bad for mis-joinder of cause of action ? OPM
6. Relief.

9. Thereafter, both the parties were called upon to lead their respective evidence.

10. On 21.03.2023, the management filed an application for treating and deciding the preliminary issues, which was contested the workman by filing written reply. Vide order dated 10.02.2023, the application was disposed off and additional issue was framed :-

2A Whether the domestic inquiry conducted by the management is fair &proper ? OPM

11. In evidence of the workman, workman himself appeared as AW1 and tendered his affidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents :-

Appointment letter dated 29.09.2010	**Exhibit 'W1'**
Transportation & invoices receipts dated 19.07.2019, 20.08.2019, 24.05.2019, 22.08.2019, 15.03.2019, 23.10.2019, 21.08.2019, 19.07.2019	**Exhibit 'W2'**
Demand notice dated 03.04.2019	**Exhibit 'W3'**
Demand notice dated 03.04.2019 raised by the Union, declined vide reference No. 12934 dated 02.12.2020	**Exhibit 'W4'**
Case status of writ petition No. 13077 of 2021 obtained from the official website of Hon'ble High Court which is pending before the Hon'ble High Court	**Exhibit 'W5'**

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Reference dated 13.01.2022 referred the dispute by the Government	**Exhibit 'W6'**
Order dated 30.01.2020 related to Payment of Wages Act filed before the competent authority and the proceedings dated 03.03.2020 to 04.01.2022 before the competent authority under Payment of Wages Act	**Exhibit 'W7'**
Hardcopy of e-mail dated 02.05.2021	**Exhibit 'W8'**
Alleged complaints dated 13.04.2021 & 14.04.2021 against the workman	**Exhibit 'W9' & Exhibit 'W10'**
Transfer order dated 14.05.2021	**Exhibit 'W11'**
Forensic report dated 20.06.2021	**Exhibit 'W12'**
Medical prescription slips dated 25.04.2020, 20.06.2020, 11.02.2021, 03.03.2021, 13.03.2021 and 14.04.2021 relating to Tanveer Singh of Gupta Hospital, Chandigarh Road, Kurali	**Exhibit 'W13'**
Hardcopy of e-mail dated 15.06.2021	**Exhibit 'W14'**
Order dated 03.12.2021 of Competent Authority under Payment of Wages Act, Chandigarh	**Exhibit 'W15'**
Order dated 27.05.2021 passed by Union Home Secretary	**Exhibit 'W16'**
Order dated 29.06.2021 of Union Home Secretary	**Exhibit 'W17'**
Charges leveled against the workman namely Pawan Sharma	**Exhibit 'W18'**
Transfer order dated 04.05.2022 of another employee namely Prince Kumar	**Exhibit 'W19'**
Appointment letter dated 26.10.2021 relating to Santosh Kumar	**Exhibit 'W20'**
Charge sheet dated 11.10.2021 issued by management against the workman	**Exhibit 'W21'**
Inquiry notice dated 28.10.2021	**Exhibit 'W22'**
Hardcopy of e-mail dated 01.11.2021	**Exhibit 'W23'**
Reply to e-mail dated 01.11.2021	**Exhibit 'W24'**
Death certificate dated 23.03.2021 of Harbans Singh father of the workman	**Exhibit 'W25'**
Hardcopy of e-mail dated 16.06.2021 and task given to workman by the management(consisting of page No. 98 to 128)	**Exhibit 'W26'**
Confirmation of task done by the workman	**Exhibit 'W27'**

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Termination order dated 10.02.2022	**Exhibit 'W28'**
Hardcopy of e-mail dated 17.02.2022	**Exhibit 'W29'**
Reference letter dated 06.07.2022	**Exhibit 'W30'**
Letters dated 31.05.2022 and 03.08.2022 sent by the management to the workman	**Exhibit 'W31'**
Certificate under Section 65-B of Indian Evidence Act	**Exhibit 'W32'**

12. During the cross-examination of AW1, the management put the copies of documents :-

Application submitted by the workman at the time of seeking appointment with the management	**Exhibit 'M1'**
Charge sheet dated 11.10.2021 issued to the workman	**Exhibit 'M2'**
Notice of inquiry dated 28.10.2021 issued by the management to the workman through e-mail	**Exhibit 'M3'**
Notice of inquiry dated 10.11.2021 issued by the management to the workman through e-mail	**Exhibit 'M4'**
E-mail dated 11.12.2021 sent by the workman to the management	**Exhibit 'M5'**
Letter dated 10.12.2021 issued by the management to the workman through e-mail	**Exhibit 'M6'**
E-mail dated 13.12.2021 sent by Bhagwan Wavhal to e-mail dated 11.12.2021 of the workman	**Exhibit 'W7'**
E-mail dated 11.12.2021 sent by the workman	**Exhibit 'M8'**
Inquiry report dated 09.02.2022	**Exhibit 'M9'**
Order of termination dated 10.02.2022	**Exhibit 'M10'**
Letter dated 31.05.2022 issued to the workman for full & final settlement along with cheques	**Exhibit 'M11'**

Thereafter, the workman closed his evidence in affirmative.

13. In evidence of the management, Ajay Chopra – Branch Manager appeared as MW1 and tendered his duly sworn-in affidavit Exhibit 'MW1/A' along with documents Exhibit 'M1' to Exhibit 'M11' already on record and copies of documents :-

Identity card of Ajay Chopra	**Exhibit 'M12'**
Power of attorney issued by the management in favour of Ajay Chopra	**Exhibit 'M13'**
Appointment letter of Shri Ajeet Kumar	**Exhibit 'M14'**
Resignation letter of Shri Ajeet Kumar	**Exhibit 'M15'**
Letter dated 28.10.2021 vide which Shri Mukesh Chandra Saxena was appointed as Inquiry Officer	**Exhibit 'M16'**

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Letter dated 28.10.2021 whereby Shri Ashish Kumar Srivastava was appointed as Presenting Officer	**Exhibit 'M17'**
Inquiry proceedings and the inquiry report dated 09.02.2022	**Exhibit 'M18'**
Letter dated 03.08.2022 whereby final settlement was sent through post	**Exhibit 'M19'**
Letter dated 26.10.2021 whereby Shri Santosh Kumar was appointed in 'SYNDAKOS Division'	**Exhibit 'M20'**
E-mail dated 02.06.2021 from Shyamal Sangupta to Pankaj Sharma & others	**Exhibit 'M21'**

14. The management also examined Mukesh Chandra Sexena, Chamber No.12, Treasury Road, Civil Court, Bareilly as MW2 and tendered in evidence his affidavit Exhibit 'MW2/A' along with copies of documents :-

Appointment as Inquiry Officer	**Exhibit 'MW2/1'**
Inquiry proceedings as conducted and recorded by the Inquiry Officer (consisting of pages No. 1 to 25)	**Exhibit 'MW2/3'**

Thereafter, the Learned Representative for the management closed the evidence.

15. I have heard the arguments addressed by Learned Representatives for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

Issue No. 4

16. This issue is taken in the first instance as the management has taken preliminary objection that the Court at Chandigarh has no jurisdiction to adjudicate upon the said matter. The management is required to prove the said issue.

17. Learned Representative for the management submitted that the workman is not the resident of Chandigarh and when his services were terminated he was posted at Bareilly and as such this Court has no jurisdiction. However, Learned Representative for the workman submitted that the workman is the permanent resident of Chandigarh and he was posted at Chandigarh when his services were terminated by the management.

18. Admittedly, the workman was appointed at Chandigarh by the management and he had reported at Chandigarh after his appointment. During his cross-examination, he stated that he was residing at Nangal, District Ropar and w.e.f. June, 2004 he was residing at Chandigarh. The workman was transferred to Bareilly but he never reported for work at Bareilly. Further, he also never worked at Headquarter at Mumbai. Since the workman has worked at Chandigarh since the date of his appointment, therefore this Court has jurisdiction to adjudicate upon the present issue. Resultantly, this issue stands decided against the management and in favour of the workman.

Issue No. 3

19. The management is required to prove the said issue.

20. Learned Representative for the management has submitted that the claimant-workman is not a 'workman' as defined under the ID Act as he was not performing any manual, unskilled, skilled, technical, operational, clerical or supervisory functions. He was engaged to perform sales promotion duties as such he does not come under the preview of the ID Act.

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21. Learned Representative for the workman submitted that the workman was never working in supervisory capacity. He was working in the field while carrying 15-20 Kgs. working bag which includedfolders, broachers, leave behind literature, samples of medicines sent by the Company for Doctors including heavy liquids and solid products. The workman is a sales promotion employee as prescribed under The Sales Promotion Employees (Conditions of Service)Act, 1976 and clearly covered under the definition of 'workman'.

22. The Perusal of the record reveals that the workman in his claim statement has stated the he was appointed as Business Executive vide appointment letter dated September 29, 2010 (Exhibit 'W1') and this fact has not been denied by the management. However, MW1 Parveen Kumar – Assistant Manager (Services) vide his affidavit Exhibit 'MW1/A' testified that the workman was taking his own decisions regarding his way of working and he was specialized, well trained knowledge professional, performing and rendering very important and responsible assignments. The workman vide his affidavit Exhibit 'AW1/A' deposed that he was performing the duties to supply the heavy goods / materials of the Company, which were received by him in heavy cartons from the transportation agencies and supplying the same to the Doctors, hospitals, stockiest, chemists, patients retailers and other concerned person.

In ***S. K. Maini Versus Carona Sahu Co. Ltd., 1994 LLR 321 (SC)*** the Hon'ble Apex Court has held that designation of an employee is not of much importance and what is important is the nature of duty being performed by the employee.

In ***Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus ShaileshkumarHarshadbhai Shah, 2006(6) SCC 548*** Held, for determining the question as to whether a person employed in an industry is a 'workman' or not inter alia the nature of work and his terms of appointment and job performed are relevant and no undue importance is to be given to the designation. The prime duties performed have to be seen. It is necessary to be proved that there were some employees working under him whose work was required to be supervised. Being incharge of the section alone and that too it being a small one, would not answer the test.

23. In the case in hand, the respondent-management has failed to establish by leading cogent evidence that the workman was performing any administrative or managerial duties and there were some persons working under his control. The workman was not questioned on the said aspect even during his cross-examination. Except for placing on record the appointment letter, the respondent-management has not led any other evidence in order to prove their contentions. Mere designation of the workman does not ipso facto establish that he was performing any administrative or managerial capacity with an authority to control. Accordingly, this issue stands decided against the management and in favour of the workman.

Issue No. 1, 2 & 2A

24. All these issues are taken up together being inter-linked and in order to avoid repetition. The workman is required to prove issue No.1 & 2 whereas the management is required to prove issue No.2A.

25. Learned Representative for the workman submitted that the workman has been victimised by the management and allegations qua absence were levelled by the management against the workman. The workman was transferred to Bareilly during COVID-19 and the Inquiry Officer was also appointed at Bareilly. He argued that the Inquiry Officer did not conduct the inquiry in a fair manner and therefore, the workman is entitled to reinstatement with continuity of service and full back wages.

26. On the other hand, Learned Representative for the management submitted that the workman did not join at Bareilly and the Inquiry Officer was appointed to enquire regarding the mis-conduct. However, the workman intentionally did not participate in the inquiry proceedings and he submitted that at the time of transfer of the workman, COVID-19 situation was not grim and there was no ban on movement. He prayed that the workman was not entitled to any relief, as prayed for.

27. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

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28. The workman himself appeared in the witness box as AW1 and vide his affidavit Exhibit 'AW1/A' deposed that he was appointed as Business Executive at Chandigarh on a monthly salary of ` 5,500/- vide appointment letter bearing No.Appt BE 2010/LP dated 29.09.2010 and he was entitled for provident fund, gratuity and other consequential benefits and the appointment letter dated 29.09.2010 was issued to him by the respondent. He deposed that his nature were manual, skilled, unskilled, clerical which were allocated to him by the management. The interview was conducted at Mumbai Head Office and his appointment was for Chandigarh Headquarters and he reported at Chandigarh immediately after his appointment. He did not work at any other Headquarter since the date of his joining till his date of termination. He deposed that the probation period was successfully completed by him and his services were confirmed by the management and there was nothing adverse against him. He deposed that he had unblemished record of continuous service with the management.

29. The workman further deposed that since he was appointed as Business Executive by the respondent-management and the duties which were performed by him were to supply the heavy goods / materials of the Company, which were received by him in heavy cartons from the transportation agencies, the said transportation invoices which were received by him on behalf of the Company at Chandigarh Headquarter. He had to pick the heavy material and to supply the same to various locations and the conveyance allowance of the same was given by the management to him. He deposed that in the year 2019, the management started mobile app namely 'Fieldbiz' and instructed all the employees including workman to start reporting about their duties and performance of work on newly designed mobile application and instructed to download the application in the personal mobile phone used by the employees. The management was fetching profitsthrough that mobile application and the workers were forced to install the said application for company purpose. The installation of that application was not discussed with the internal council of the workers, made by the Company's management called'Raptakos Brett Medical Representatives Association' (RBMRA). The said mobile application was an infringement of workmen's right to privacy, as such, the workers denied to report through the said mobile application as the location of the workmen was all time visible and available on the mobile phone application. Since the mobile application was being declined by the workers and Union of the workers i.e. Haryana Medical Representative Association Union (HMRA), the demand notice was issued by the said Union on 03.04.2019 (Exhibit 'W3'). He deposed that the failure report was even not sent by the Chief Secretary, Labour Department, Haryana. Thereafter, the HMRA Union filed CWP bearing No.13077 of 2021 before the Hon'ble High Court of Punjab & Haryana at Chandigarh against the said order of Chief Secretary, Labour Department, Haryana and the same CWP was pending before the Hon'ble High Court (Exhibit 'W5' & 'W6'). He deposed that the Union of the workers discussed the matter with respondent-management and the management in an arbitrary mannerstarted withholding the salary of the workers who had not download that mobile application. His salary was also stopped in the month of April, 2019 and continued to be stopped till November, 2019. He deposed that he being a poor person was fully dependent upon the salary paid by the management and, therefore, he moved under 'The Payment of Wages Act, 1936' before the Competent Authority, Chandigarh. The claim application No.APW/02/2020 was filed and summons were issued in that regard by the Competent Authority. During the period from April, 2019 to April, 2021, he was harassed by the management for non-payment of wages. In the month of April, 2021, the Branch Manager telephonically called him and instructed him to visit Zirakpur Branch office on 22.04.2021. He visited the office at Zirakpur, Mohali where Branch Manager namely Ajay Chopra instructed him to sign the complex documents, which includedtaking back the cases filed by him. He was threatened by Shaymalsen Gupta with regard to termination of hisservices, in case he did not withdraw his case filed under 'The Payment of Wages Act'. Through telephone call made by him (Shaymalsen Gupta). Again on next date i.e. 23.04.2021 Branch Manager Ajay Chopra asked him to sign the complex documents but the workman did not sign the same as asked by the superiors officials of the management. He deposed that the e-mail was sent to him by the Vice President of the Companyi.e. ShaymalsenGupta, alleging complaint from the side of two different Doctors,which was alleged to be written by Doctors against him and it contained allegations that none from the Company was reporting to them for the work and products of the Company. He deposed that his name was not mentioned in those letters. However, the management with a vindictive attitude called the explanation with regard to the

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complaint made by the Doctors and the management in order to victimize himself transferred him vide order dated 14.05.2021 (Exhibit 'W11'). The workman in order to clarify the truth about the alleged letter heads of the Doctors, investigated the same and handwriting on the said letters from the Forensic Science & Handwriting Expert, who submitted its report dated 26.06.2021 with regard to alleged letter heads of the Doctors and found it to be fake and procured one.

30. The workman further deposed that in the month of May, 2021 his services were intentionally transferred for the reasons of his breaking down and detecting the vague allegations of complaintsfrom the sides of Doctors. The claim petition under Section 15(2) of The Payment of Wages Act was pending after his transfer and the workman entered into settlement with the management and the salary and other dues for the period April, 2019 to November, 2019 was settled. He deposed that the statement of the parties in that was recorded by the Competent Authority under The Payment of Wages Act, Chandigarh on 08.09.2021. However, when the settled amount was not paid, he again approached the Authority on 09.11.2021 upon which the Competent Authority directed to appear before the Authority along with dues of ` 2,00,000/- as already settled. The payment was made good to him after long delay. He deposed that the management did not provide him wages, subsistence allowance, travelling expenses, food & stay arrangement expenses to him intentionally so that he could not be able to manage the home affairs and travelling expenses from Chandigarh to Bareilly. He deposed that there was lock-down in the entire country due to COVID-19 pandemic and movement were restricted vide Government notification (Exhibit 'W16'). He deposed that he was being transferred with malafide intentions in the pandemic COVID-19 thereby violating the mandate of Government of India. He was not provided previous salary of eight months. The domestic inquiry was ordered to be held at Bareilly where there was no Company's office at all. He was directed by the management to report before the Inquiry Officer who was an outsider and a paid man, being an Advocate also. He deposed that he had completed 240 days of continuous service with the management and worked with the management up to 10.02.2022 when his services were illegally terminated on the alleged charges of not reporting on duty and disobeying transfer orders. Juniors to him are still working with the management, which is clear cut violation of Section 25G of the ID Act. He deposed that the inquiry was conducted in a biased manner. The Inquiry Officer never sent any intimation with regard to his appointment by the Company. The proceedings so conducted were not conveyed by the Inquiry Officer and the inquiry was not conducted in a proper manner. He deposed that the Inquiry Officer acted as a judge and prosecutor at the same point of time and the workman was dismissed from job on 10.02.2022. He deposed that the management mentioned in the termination letter dated 10.02.2022 that he could file appeal with the CEO of the Company, however, his appeal was never heard and he was never called by the Appellate Authority. He deposed that he tried to settle the dispute before the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh but no settlement was arrived at between the workman and management and the workman was advised to approach this forum.

31. On the other hand, MW1 Ajay Chopra vide his affidavit Exhibit 'MW1/A' deposed that he was working as Branch Manager of the respondent at Zirakpur with the area operation at Chandigarh, Haryana, Punjab and Jammu & Kashmir since the year 2005. He deposed that the workman had applied for employment with the respondent-management to the post of Business Executive in Sales Department at Mumbai while accepting condition that he could be transferred at any in place in India and vide appointment letter dated 29.09.2010, the workman was appointed as Business Executive with the condition that the management could transfer him to any place in India. He deposed that the workman was specialized, well trained professional and vide letter dated 24.05.2021, he was transferred from Chandigarh to Bareilly due to business exigency as Headquarter at Chandigarh had become not viable since the period 2018-19 and there was continuous de-growth in sales with the jurisdiction of Chandigarh Headquarter and position at Bareilly has fallen vacant due to resignation of Shri Ajeet Kumar on 03.05.2021 and the workman had to be posted at his place. He deposed that at the time when the workman had been transferred to Bareilly, there was no grim of COVID-19 situation in the country and there was free movement of goods, passengers and trains and at that time period,situation had improved. He deposed that the transfer of the workman was genuine and due to administrative requirement. He deposed that the workman did not ask for extension of time to join duty at Bareilly. The workman did not join at Bareilly and therefore, he was charge-sheeted vide charge sheet dated

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11.10.2021 for the charges of willful insubordination and dis-obedience of lawful and reasonable order and for the charges of absence for more than 10 consecutive days without prior intimation and justification. The workman was given an opportunity to submit his written explanation. After considering his reply submitted vide letter dated 28.10.2021, (Exhibit 'M16') the management appointed Mr. Mukesh Chandra Saxena, an independent authority as an Inquiry Officer to conduct the inquiry and Mr. Ashish Kumar Srivastava was appointed as management's Representative beforethe Inquiry Officer. He deposed that the Inquiry Officer conducted the inquiry in accordance with law and principles of natural justice and granted full opportunity to the workman to defend himself in the inquiry. He deposed that despite being granted opportunity, the workman did not participate in the inquiry proceedings and the Inquiry Officer vide his report dated 09.02.2022 found the charges levelled against him as having been proved. He stated that the workman throughout the inquiry proceedings was well aware about the inquiry proceedings but he himself chose not to participate and defend himself in the inquiry proceedings. The workman vide e-mail dated 11.12.2021 (Exhibit 'M5') informed that there was no need for him to attend the inquiry as for him there was no relevance for such inquiry and on the basis of the findings of the Inquiry Officer and after going through the service record, the workman was awarded punishment of removal from service and he was advised to file an appeal with the CEO of the Company within seven days and his accounts were settled and amount towards his full & final settlement were sent to him vide letter dated 31.05.2022, 03.08.2022 (Exhibit 'M11' & 'M19') and no appeal was filed by the workman against the order of termination. He deposed that the claimant-workman had not reported through mobile application from 01.04.2019 to 13.11.2019 so his salary was stopped w.e.f. 01.04.2019 and since he had started reporting through mobile application from 14.11.2019, his salary was released. He deposed that the workman was not entitled to leave travelling allowance as he was not on duty during the said period. He further stated that at the time of his transfer to Bareilly no litigation was pending between the workman and the management in any Court of Law. The dates of the inquiry were never fixed by the management but were fixed by the Inquiry Officer, who had been independent authority being a professional. He deposed that vide letter dated 26.10.2021, Shri Santosh Kumar was appointed as 'Syndakos Division' with Mohali Headquarter and not in Chandigarh Headquarter whereas the workman was working in 'Edikos Division' with Chandigarh Headquarter. It is denied that Santosh Kumar was appointed as an alternative employee. He deposed that the incentive circular / printed targets were sent to the workman in July, 2021 due to error and oversight and the same did not go in favour of the workman by any stretch of imagination. He himself chose not to co-operate and participate in the inquiry proceedingsand therefore, he is precluded from taking the plea of inquiry being ex-parte proceedings. It is denied that punishment of termination was disproportionate to the misconduct. The letter addressed to CEO vide mail was not delivered to his mail box. Further, the allegations contained in the e-mail dated 17.02.2022 are false and frivolous. Moreover, HMRA is not a recognized Union in respect of the employees of Raptakos Brett & Co. Limited. A recognized union by the name of Raptakos Brett Medical Representative's Association (RBMRA) operates in the establishment. The respondent's Headquarter is at Mumbai and the establishment is governed by the provisions of MRTU and PULP Act, 1971. It is denied that the workman was asked to sign the complex documents and he was warned that if he would not sign then Mr. Shyamal Sen Gupta would not spare and harass and terminate him. It was denied that the workman was threatened to sign a complex documents and to take back legal cases. The alleged Forensic report did not relate to the management rather there was no occasion or reason to harass him. Moreover, Shri Pankaj Sharma had resigned from the employment of the management on 01.06.2021 and he was no more employed with the management. Thus, no authenticity could be attached to his e-mail which seemed to be procured by the workman.

32. MW2 Mukesh Chandra Saxena deposed that he was an Advocate practicing at Civil Court, Bareilly. He was appointed as Inquiry Officer by the management vide letter dated 28.10.2021 to enquire into the charges levelled against Mr. Amarpreet Singh in the charge sheet dated 11.10.2021 (Exhibit 'M2') and first date of inquiry was fixed as 12.11.2021. Notice of the inquiry dated 28.10.2021 (Exhibit 'M3') was duly served upon the workman Amarpreet Singh. He deposed that he has conducted the inquiry in a fair and proper manner and in accordance with the settled norms of law and in consonance with the principles of natural justice. Ample opportunities of hearing were granted to the charge-sheeted employee but he did not turn up during the inquiry despite the fact that he had full knowledge about the inquiry proceedings. Therefore, on

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the basis of evidence and record produced by the Representative of the management, he found that the charges stood proved vide inquiry report dated 09.02.2022 (Exhibit 'MW2/2').

33. It transpires from the case file that the workman was appointed as Business Executive at Chandigarh on monthly salary of ` 5,500/- vide appointment letter dated 29.09.2010 (Exhibit 'W1'). The appointment of the workman has not been denied and disputed by the management. As such, the workman was appointed as Business Executive on 29.09.2010 by the respondent-management as per terms & conditions detailed in the appointment letter Exhibit 'W1'.

34. It is the contention of the workman that he was on probation for a period of six months and thereafter his services were confirmed by the management after his completion of probation period successfully. This fact has also not been disputed by the management.

35. The workman has contended that in the year 2019, the management has started mobile application namely 'Fieldbiz' and instructed all the employees to report about their duties and performance on the newly designed mobile application. The workman had stated that use of said mobile application was an infringement of right of his privacy and usage of said mobile application was declined by the workman and the members of the Union of workers i.e. HRMA. He further stated that his salary was stopped for the month of April, 2019 to November, 2019 since he was not downloading that application in his personal mobile. However, MW1 had stated that the reporting through mobile application was implemented on 01.04.2019 in the interest of all and to increase effectiveness in business administration and no privacy of anyone infringed due to reporting through the mobile application. He has stated that it was an administrative decision to use the mobile application for effective business administration and the workman was opposing reporting through mobile application and did not report from 01.04.2019 to 13.11.2019 through mobile application. The workman during his cross-examination admitted that he did not start reporting through mobile application during the said period. He admitted that he started reporting through mobile application from 14.11.2019. MW1 stated that the workman started mobile reporting from 14.11.2019 and accordingly, his salary was released.

36. Learned Representative for the workman submitted that the workman was transferred to Bareilly on 14.05.2021 and he was asked to join at Bareilly and the said transfer was made in order to victimize him. He argued that the management had indulged in unfair labour practice by transferring him to Bareilly,moreso when movement were restricted by the Government due to COVID-19 pandemic. However, the management has denied the said fact submitting that the transfer to Bareilly was not malafide rather it was due to the business exigency as Headquarter at Chandigarh had become not viable and there was continuous de-growth in sales within the jurisdiction of the Chandigarh Headquarter from the year 2018-19 and position at Bareilly had fallen vacant due to resignation of Ajeet Kumar and the workman-claimant has to be posted at his place. The management has placed on record the resignation of Ajeet Kumar dated 03.05.2021 (Exhibit M15'). He further submitted that in May, 2021 when the workman was transferred to Bareilly, the situation was not grim due to COVID-19 pandemic and there was free movement of goods, passengers and trains during that period and at that time situation was heading towards normal.

37. Admittedly, the workman did not join at Bareilly and the management had issued charge sheet dated 11.10.2021 to the workman (Exhibit 'M2'). The said charge sheet so issued pertained to charges of willful insubordination and dis-obeyance as well as absence for more than 10 consecutive days without justification. His services were transferred to Bareilly vide letter dated 14.05.2021 and the same was effectivefrom 20.05.2021 but he failed to report for duty. He was again issued letter dated 26.05.2021 revising date of effective date of transfer as 01.06.2021 but despite the said order he failed to report at Bareilly. Again vide letter dated 11.06.2021 he was advised to join at Bareilly and it was further informed that he was granted one last opportunity to join on or before 16th June, 2021 and in the case of failure to report he shall be subject to disciplinary action as per Clause 8 of the contract of employment.

38. The workman during his cross-examination admitted that the management had issued charge sheet 11.10.2021 (Exhibit M2') to him. It is alsonot disputed that Mr. Mukesh Chandra Saxena, an independent

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authority was appointed as Inquiry Officer to enquire into the charges and Shri Ashish Kumar Srivastava was appointed as management's Representative in the inquiry. The management has placed on record notice of inquiry notice dated 28th October, 2021 issued to theworkman (Exhibit 'M3'). The workman during his cross-examination admitted that he received the notice of inquiry dated 28.10.2021 through e-mail (Exhibit 'M3'). As such, it is crystal clear that the workman was well aware about the initiation of inquiry proceedings against him.

39. The management has also placed on record the notice dated 10th November, 2021 regarding the inquiry dated 28th October, 2021 (Exhibit 'M4'). Perusal of the said letter reveals that the management had intimated the workman that his transfer to Bareilly in June, 2021 was due to business needs and was in line with the terms of his employment with the organisation and his seniors have repeatedly asking him to join at new location despite which he had not joined till date. It was further mentioned that the transfer was part of service contract accepted by him at the time of joining organisation and failure to comply with the order of transfer has resulted in the charge sheet being issued to him and consequently inquiry was ordered. It was further mentioned that he would be given full opportunity to defend himself in the inquiry and hence anything that he wished to say may be said before the Inquiry Officer. It was further made clear that he was not entitled to any salary for being continuously absent without leave sanctionedsince June, 2021.

The workman during his cross-examination stated that he had received the said letter which was a notice of inquiry through e-mail. The management had sent letter dated 10.12.2021 to the workman on the subject of inquiry in respect of charge sheet dated 11.10.2021 (Exhibit 'M6') wherein the workman was informed that the inquiry was proceeded by the Inquiry Officer on the scheduled date i.e. 09.12.2021 at Bareilly and next date of inquiry was fixed on 18.12.2021 at 11:00 A.M. at Chamber No.12, Treasury Road, Civil Court, Bareilly by the Inquiry Officer and he was advised to remain present for the inquiry on 18.12.2021. The receipt of the said notice has not been denied by the workman during his cross-examination and the workman stated that he had sent e-mail dated 11.12.2021 to the management (Exhibit M5') wherein he has mentioned that there was no such relevance and need to attend so called inquiry according to the law at Bareilly. The letter (Exhibit 'M5') makes it clear that the workman has no intention to join the inquiry proceedings at Bareilly. The workman was well aware of the inquiry proceedings but he himself chose not to participate and defend himself in the inquiry proceedings as vide e-mail dated 11.12.2021 (Exhibit 'M5') he himself informed that there was no need to attend the inquiry. The workman did not participate in the inquiry proceedings despite having knowledge and inquiry proceedings were conducted ex-parte and the Inquiry Officer submitted the inquiry report dated 09.02.2022 (Exhibit 'M18'). Since the workman had himself chosen not to co-operate in the inquiry proceedings despite knowledge,therefore, he cannot be allowed to take the plea of inquiry being conducted ex-parte. The workman was informed about the initiation of inquiry proceedings as well as date and venue of the inquiry proceedings. The workman has himself admitted receipt of notices of the inquiry through e-mails during his cross-examination and thereafter he cannot take the plea that he was not given an opportunity of hearing and defend himself in the inquiry proceedings. Admittedly, the copy of theinquiry report (Exhibit 'M18') was supplied through e-mail to the workman and he was also informed by the management that he may file an appeal against the order of termination.

40. Learned Representative for the workman submitted that the inquiry was conducted at Bareilly and there was restriction of movement during COVID-19 pandemic. As per record, the workman was transferred in May, 2021 and at that time situation arising of COVID-19 pandemic had improved and it was heading towards normal. Moreover, there is nothing on record to show that the workman had ever requested the Inquiry Officer that he was unable to appear in person at Bareilly due to prevailing COVID-19 pandemic. No application in writing has been placed on record to show that the workman has ever applied to the management seeking extension to join office at Bareilly. E-mail dated 11.12.2021 (Exhibit 'M5') makes it crystal clear that the workman had no intention to attend the inquiry proceedings. Moreover, the workman vide appointment letter (Exhibit 'W1') has accepted the terms & conditions of the appointment and Clause 9 of the appointment letter clearly stipulates that the management reserved the right to transfer him to any other section, department, branch, factory either of the Company or any of its sister concern, subsidiary Companies or holding Company

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existing or new, in any place in India. Moreover, MW1 has clearly stated that the workman was transferred to Chandigarh to Bareilly due to business exigency as Headquarter at Chandigarh had become not viable and position at Bareilly had fallen vacant on 03.05.2021 due to resignation of Mr. Ajeet Kumar. The management has placed on record the resignation letter of Ajeet Kumar (Exhibit 'M15'). The workman has not been able to rebut the said facts. Moreover, the workman by accepting the terms & conditions of the appointment letter (Exhibit 'W1') cannot be allowed to wriggle out from the same.

41. The management had issued letter dated 31.05.2022 to the workman regarding his full & final settlement (Exhibit 'M11') and on 03.08.2022 the management again issued the letter on the subject 'Full & final settlement of the account' enclosing cheques towards the full & final settlement of his account (Exhibit 'M19') and the workman during his cross-examination admitted that the letter (Exhibit 'M11') was issued by the management to him towards full & final settlement along with cheques mentioned therein. The workman has failed to lead any cogent and convincing evidence to establish that the inquiry conducted by the management was not proper one. The workman was given opportunity to defend himself but he intentionally chose not to co-operate and participate in the inquiry proceedings despite knowledge. As such, no ground is made out to interfere in the termination order passed by the management against the workman. Resultantly, issue No.2A stands decided in favour of the management and against the workman and issue No.1 & 2 stands decided against the workman and in favour of the management.

ISSUE No. 5

42. The management was required to prove the said issue. Learned Representative for the management has not pressed the said issue during the course of arguments. As such, the said issue stands decided accordingly.

Relief –

43. In view of the aforesaid findings, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 30, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 621873-HII(2)-2026/3612.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **32/2023 dated 19.01.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

RAJAN KUMAR S/O SH. MOHAN LAL VERMA R/O HOUSE NO. 180, MANKPUR DEVI LAL COLONY, NEAR DIVINE PROPERTY DEALER, VILLAGE SURAJPUR GURUDAWRA, SECTOR 3O, PINJORE, KALKA, PANCHKULA (HARYANA) - 134102. (WORKMAN)

AND

1. M/S CONCENTRIX DAKSH SERVICES INDIA LTD., DLF, TOWER 'C', GROUND FLOOR, IT PARK ROAD, KISHANGARH CHANDIGRH THROUGH ITS PRESIDENT.
2. THE PRESIDENT, CONCENTRIX DAKSH SERVICES INDIAL LTD., DLF, TOWER 'C', GROUND FLOOR, IT PARK ROAD, KISHANGARH, CHANDIGARH.
3. SH. DEEPSHIKHA KATARIA, MANAGER (HR), CONCENTRIX DAKSH SERVICES INDIA LTD. DLF, TOWER 'C', GROUND FLOOR, IT PARK ROAD, KISHANGARH, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Rajan Kumar has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was working with the respondent-management and he was appointed to the post of Senior Representative (Operations) with the job profile as Advisor - II, Customer Service since 22.06.2021 at a salary of ` 2,45,000/- per annum. However, the respondent-management without any reason stopped working id. / login id. and further stopped his attendance portal abruptly on 22.02.2022. The workman communicated with the management through e-mails on 23.02.2022, 24.02.2022 and 27.02.2022 when his telephonic calls were not responded to by the management. When his e-mails were not replied, he sent a registered post in the name of President, HR Manager, Manager (HP Printers) of the Company and still getting no breakthrough, he issued the demand notice dated 18.05.2022 to the respondent-management with a copy to the Assistant Labour Commissioner-cum-Conciliation Officer, U.T. Chandigarh to initiate conciliation proceedings. On receipt of the demand notice, the respondent-management called the workman for a meeting to be held on 20.05.2022 and the workman attended the meeting and but nothing fruitful came out. During the conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, no representative of the Company appeared and after his termination on 16.06.2022, the respondent-management joined the proceedings but they did not offer him his back dues. The respondent-management also did not file reply to the demand notice and since the demand notice dated 18.05.2022 remained unsettled,a separate claim statement was filed before the Tribunal.

3. The workman further stated that he suffered financially, physically & mentally and he was diagnosed with F-041 by the Civil Hospital, Panchkula. Thereafter, Shri Utkarsh Srivastava sent e-mail dated 27.05.2022 falsely blaming that the workman had refused to get transferred to some other location in the meeting held on 20.05.2022 whereas no such discussion was ever held and no transfer letter was issued to him. The workman stated that the respondent-management had terminated his service vide termination letter dated 16.06.2022

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during the pendency of demand notice which is in violation of Section 33 & 38 of the ID Act. The workman served another demand notice dated 22.06.2022 but no amicable solution could be reached between the parties. The workman had informed the Company vide his e-mail dated 13.07.2022 that his current salary account No.921010028001794 maintained by him in Axis Bank, Branch at Pinjore was closed but the management informed vide e-mail dated 21.07.2022 that an amount for ` 37,268/- was reversed back because of the account being closed. Even, during conciliation proceedings the said amount was not paid to him. The workman stated that on 11.05.2022,he was issued Re-deployment letter without any reason & cause. The workman had worked with the respondent-management from 22.06.2021 to 16.06.2022 i.e. for more than 240 days in the calendar year. During the service tenure, he worked to the satisfaction of the management but his services were terminated illegally without any notice, charge sheet and payment of retrenchment compensation in violation of Section 25F of the ID Act. It is submitted that he is a 'workman' and the management is an 'Industry' as defined under the ID Act. He was employed in the Company with its headquarters at Chandigarh and hence, this Tribunal has got the jurisdiction to adjudicate upon the present claim. He was not gainfully employed anywhere and facing financial hardship. A prayer was made that the workman may be reinstated with back wages and compensation to the tune of ` 1,00,000/- be paid to him.

4. The respondent-management No.1 filed written statement taking preliminary objections inter alia that the applicant was not a 'workman' as he was working in managerial or administrative capacity. Further, his services were terminated during the probation period on 16.06.2022 and on the date of filing of the complaint, he was not in employment of the respondent-management. It is stated that the workman was discharging his duties as Advisor-II Customer Service in the Tech Project work from home but his work was not satisfactory and in the month of February, 2022, the respondent-management told the workman to join the office for work but he lingeredto join the office on one pretext & another. The workman did not follow the orders of the senior and lastly, id. of the workman was blocked and he was told to report in the office. Thereafter, the workman sent demand notice to the management and a meeting was held between the respondent-management and the workman and he was told to join Gurugram Tech Project but he refused to join Gurugram project. He was on probation period of 365 days from the date of joining i.e. 22.06.2021 and his work & conduct was not satisfactory during probation period. He refused to join the duty at transferred place and subsequently his services were terminated during the probation on 16.06.20222. Transfer was made as per appointment letter and there was no malafide in the order of transfer. It is submitted that the workman was transferred to Gurugram vide e-mail / letter dated 24.05.2022 and the workman refused to join the place of transfer and as such this Court has no jurisdiction to adjudicate upon the present matter. It is submitted that id. of the workman was blocked on 16.02.2022 and he did not complete 240 days in the calendar year for the purpose of the ID Act. A prayer was made for dismissal of the claim statement.

5. On 28.11.2023, Shri Hardeep Singh - Senior Executive, M/s Concentrix Daksh Service India Pvt. Ltd. along with Learned Representative for the management No.1 to 3 made a statement that written statement of management No.1 may be read and considered on behalf of management No.2 & 3 also and no separate written statement for management No.2 & 3 was to be filed.

6. The workman filed replication to the written statement wherein he reiterated the contents of the claim statement and denied the averments made in the written statement. He further submitted that during the conciliation proceedings before the Assistant Labour Commissioner-cum-Conciliation Officer, the respondent-management has asked him to join at GurugramTech Project but no transfer letter was issued to him. He submitted that the respondent-management was trying to mislead the Court by stating that the workman was transferred to Gurugram vide letter dated 24.05.2022 though it was a simple letter asking his choice to join at Gurugram. Since he had already issued demand notice dated 18.05.2022, therefore, he requested to firstly settle his demand notice though he never refused. It is further stated that the salary account was closed due to some emergency situation and the management was informed in that regard vide e-mail dated 13.07.2022 but the respondent-management transferred the amount on 20.07.2022 which could not be credited due to closure of his account. The workman vide e-mail dated 14.07.2022 requested to issue cheque / demand draft to make payment before the Conciliation Officer but the management did not agree and as such, no payment was made. It is stated that IDR No.28 of 2023 was filed to receive wages illegally withheld by the management and compensation for unfair labour practice whereas IDR No. 32 of 2023 (present IDR) has been filed for

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reinstatement of the workman along with back wages and compensation A prayer was made for allowing the claim statement.

7. From the pleadings of the parties, following issues were framed vide order dated 28.11.2023 :-

1. Whether the termination of the services of the claimant-workman is illegal, if proved in affirmative, to what extent and what relief he is entitled to ?OPW
2. Whether the claimant-workman does not fall within the definition of 'workman' as defined under Section 2(s) of the ID Act ? OPW
3. Whether this Court / Tribunal has no jurisdiction to try and decide the present Industrial Dispute Reference ?OPM
4. Whether the claimant has not approached the Court with clean hands and suppressed the material facts ?OPM
5. Whether the claimant is estopped by his own and conduct from filing the claim application ? OPM
6. Relief.

8. Thereafter, both the parties were called upon to lead their respective evidence.

9. In evidence of the workman, workman himself appeared as AW1 and tendered in evidence his duly sworn-inaffidavit Exhibit 'AW1/A'. He also tendered into evidence copies of documents :-

Letter of termination dated 16.06.2022	**Exhibit 'W1'**
Experience certificate dated 21.07.2022 issued by Concentrix	**Exhibit 'W2'**
Appointment letter dated 20.06.2021 issued by Concentrix	**Exhibit 'W3'**
Details of salary	**Exhibit 'W3/1'**
Pay slips for the month of July, 2021 to December, 2021 &January, 2022	**Exhibit 'W4' to Exhibit 'W10'**
Postal receipts (3 in number) dated 05.03.2022 (original postal receipts are attached with IDR No.28/2023 pending in this Court)	**Exhibit 'W11' to Exhibit 'W13'**
Application addressed by the workman to the Manager, H.P. Printer intimating him that his login Id. and attendance revoked on 22.02.2022	**Exhibit 'W14'**
Printout of e-mails dated 27.02.2022, 24.02.2022 and 23.02.2022 sent by the workman to Concentrix	**Exhibit 'W15' to Exhibit 'W17'**
Demand notice dated 18.05.2022 raised by the workman	**Exhibit 'W18'**
Printout of e-mail dated 23.05.2022	**Exhibit 'W19'**
Medical prescription slip dated 16.03.2022 issued by Civil Hospital, Sector 6, Panchkula	**Exhibit 'W20'**
printout of e-mail dated 13.07.2022	**Exhibit 'W21'**

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Notice under Section 2-A of the I.D. Act endorsement No.1274 dated 24.05.2022 issued by the A.L.C-cum-Conciliation Officer, U.T,. Chandigarh to the Occupier or Head of the Department or Manager Concentrix Daksh Services India Pvt. Ltd. Kishangarh, Chandigarh	**Exhibit 'W22'**
Failure report bearing memo No.2733 dated 01.12.2022 by A.L.C.-cum-Conciliation Officer, U.T. Chandigarh	**Exhibit 'W23'**
Intimation received from Concentrix through e-mail that my revised full and final amount reversed from Bank due to account closed	**Exhibit 'W24'**
Printout of e-mail dated 11.05.2022 relating to redeployment letter	**Exhibit 'W25'**
Affidavit under Section 65-B of Indian Evidence Act	**Exhibit 'W26'**
Self-attested copy of aadhar card	**Exhibit 'W27'**
Self-attested copy of passport of the workman	**Exhibit 'W28'**

10. During cross-examination of AW1 (workman), the management put e-mail dated 22.05.2022 sent by the management to the workman on his e-mail id. rajan44it@gmail.com as **Exhibit 'M1'.** Thereafter, Learned Representative for the workman closed the evidence on behalf of the workman in affirmative.

11. In evidence of the management, Shalu Verma - Lead HRappeared as MW1 and tendered her duly sworn-in affidavit Exhibit 'MW1/A'. She also tendered in evidence documents :-

Copy of authority letter dated 17.05.2024 digitally signed by Jane Catherine Fogarty, Director of M/s Concentrix Daksh Services India Pvt. Ltd. in her favour	**Exhibit 'M2'**
Copy of appointment letter dated 20.06.2021 issued by management to workman, appointing to the position of Senior Representative, Operations	**Exhibit 'M3'**
Termination letter dated 16.06.2022	**Exhibit 'M4'**
Letter dated 16.06.2022 issued from Manager Grade-I, Human Resources, Shared Services Sector of management to the workman towards payment of notice pay following his termination from the organisation	**Exhibit 'M4/1'**
Printout of e-mails dated 28.02.2022, 25.02.2022, 24.02.2022, 21.02.2022, 18.02.2022, 17.02.2022 of internal communication of management (colly)	**Exhibit 'M5'**
E-mail dated 20.05.2022 and 27.05.2022 (colly) of communication between the workman and the management	**Exhibit 'M6'**
Statement of payments to the workman through bank transactions of the period February, 2022 to August, 2022	**Exhibit 'M7'**
Printout of e-mail dated 23.07.2022 21.07.2022 and 19.08.2022 (colly) of communication between the management and the workman	**Exhibit 'M8'**

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12. The management also examined Deepshikha Soni Kataria - Deputy Manager HR as MW2, who tendered into evidence her affidavit Exhibit 'MW2/A'. She also tendered into evidence documents already tendered as Exhibit 'M1', Exhibit 'M3' to Exhibit 'M8'.

13. The management further examined Vikram Jit Singh - Senior Social Security Assistant, O/o EPF, Sector 17, Chandigarh as MW3, who brought on record summoned record i.e. attested copy of the KYC details, service details and contribution details of the workman (generated from the system in the office of EPF) and deposed that as per record UAN No.100906766689 was allotted to Rajan Kumar S/o Sh. Mohan Lal Verma and as per record, he was issued Member I.D. DSNHP003369300E0000869 in service tenure from 01.07.2016 to 22.09.2020, PBCHD00297800000042552 in service tenure from 22.06.2021 to 16.06.2022, THVSH20034600000044765 in service tenure from 01.08.2022 to 31.07.2023, MHBAN001543600X1149143 in service tenure from 01.08.2023 **(Exhibit 'MW3/1').**

14. Thereafter, the Learned Representative for the management No. 1 to 3 tendered in evidence copy of bank statement of the workman bearing Account No.921010028001794 maintained with Axis Bank, Branch Pinjore, Haryana for the period 01.07.2021 to 17.06.2022 **(Exhibit 'RA')** and closed the evidence on behalf of management No.1 to 3.

15. No evidence in rebuttal was led by the workman.

16. I have heard the arguments addressed by Learned Representative for the parties and gone through the case file carefully with their able assistance. My issue-wise findings are as under :-

ISSUE NO. 3

17. This issue is taken up in the first instance as the management in its written statement had taken preliminary objection that Tribunal at Chandigarh has no jurisdiction to adjudicate upon the present matter.

18. Learned Representative for the management submitted that the workman was transferred to Gurugram vide e-mail / letter dated 24.05.2022 and thereafter, his place of work was Gurugram. However, Learned Representative for the workman submitted that the workman was appointed on 22.06.2021 by the respondent-management and the appointment letter was issued in that regard. He was working with the management at Chandigarh and workman had never worked at Gurugram and before issuing of transfer letter he already issued the demand notice dated 18.05.2022.

19. It transpires from the record that the workman in his cross-examination had admitted that he had never joined at Gurugram in pursuance to the letter of Re-deployment. There is no evidence on record led by the respondent-management to the effect that the workman had ever worked at Gurugram. As such, the said issue stands decided against the management.

Issue No. 2

20. The management is required to prove the said issue. The respondent-management in its written statement had taken the objection that the applicant was not a 'workman' and he was working in managerial and administrative capacity. He was discharging his duties as Advisor - II in the project tech. However, the workman denied that he ever worked in managerial or administrative capacity. The workman during his cross-examination stated that his job profile was 'Representative'. He deposed that he was doing the work of preparing the case on receipt of complaint from the customer and if the same was in warranty period,then it was duty of the workman to assign the same to Technician. He was looking after the customer care of HP Printer while in service with Concentrix Daksh Services. MW1 Shalu Verma - Lead HR in her earlier testimony stated that actual nature of work of the workman was administrative role in Customer Service Department where Technicians were working under him. She stated that the workman was performing service of Advisor to Customer Service. MW2 during his cross-examination stated that the workman was on administrative post and that fact was mentioned in the appointment letter (Exhibit 'W3').

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21. The perusal of the appointment letter (Exhibit 'W3') reveals that the workman was appointed to the post of Senior Representative (Operations) and his job profile was Advisor - II Customer Service. It is nowhere mentioned in the appointment letter that the nature of work performed by the workman was administrative or managerial one. The 'workman' is defined under Section 2(s) which runs as under :-

> *"2(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceedings under this Act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person-*
>
> *(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950), or the Navy Act, 1957 (62 of 1957); or*
>
> *(ii) who is employed in the police service or as an officer or other employee of a prison; or*
>
> *(iii) who is employed mainly in a managerial or administrative capacity; or*
>
> *(iv) who, being employed in a supervisory capacity, draws wages exceeding ten thousand rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.] ."*

22. The perusal of the record reveals that the workman was appointed as 'Senior Representative' with the respondent-Company vide appointment letter Exhibit 'W3' / 'M3'.

Reliance is placed upon the authority titled as ***Anand Regional Coop. Oil Seedsgrowers' Union Limited Versus Shaileshkumar Harshadbhai Shah, 2006(6) SCC 548*** Held, for determining the question as to whether a person employed in an industry is a 'workman' or not inter alia the nature of work and his terms of appointment and job performed are relevant and no undue importance is to be given to the designation. The prime duties performed have to be seen. It is necessary to be proved that there were some employees working under him whose work was required to be supervised. Being incharge of the section alone and that too it being a small one, would not answer the test.

23. In the present case in hand, the appointment letter is silent qua the managerial or administrative duties performed by the workman. The testimony of the witnesses of the management does not ipso facto establish that he was performing any administrative or managerial capacity with an authority to control. As such, the applicant is a 'workman' as defined under Section 2(s) of the ID Act. This issue stands decided against the management and in favour of the workman.

Issue No. 1

24. The workman is required to prove the said issue. Learned Representative for the workman submitted that the workman has worked for approximately one year with the respondent-management and his services were terminated without any reason. The management has never issued any notice or charge sheet before his termination and as such, the management has failed to comply with the provisions of Section 25F of the ID Act. He prayed that the workman is entitled to reinstatement with continuity of service and back wages.

25. On the other hand, Learned Representative for the management submitted that the workman was discharging his duty as Advisor - II Customer Service for HP Printer and he was working from home but

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his work was not satisfactory. He was asked to join the office for work but he did not join and rather send a demand notice to the respondent-management. He submitted that the workman was asked to join at Gurugram Tech Project but he refused to join the same and subsequently his services were terminated on 16.06.2022.

26. However, before coming to any logical conclusion, it is necessary to discuss the evidence led by both the parties.

27. The workman while appearing as AW1 vide his affidavit Exhibit 'AW1/A' deposed that he was appointed on 22.06.2021 to the post of Senior Representative Operations with the job profile as Advisor - II, Customer Service and he was drawing salary of ` 2,45,000/- per annum.However, his working id. / login id. was stopped by the management without any reason on 22.02.2022. He deposed that despite communication and e-mails sent to the respondent-management nothing fruitful came out and he was constrained to send a registered post in the name of President, HR Manager, Manager (HP Printer) of the Company. He deposed that nothing was heard from the side of the management and therefore, he issued a demand notice dated 18.05.2022 with the copy to the Assistant Labour Commissioner for initiating conciliation proceedings. He testified that the management called him for a meeting to be held on 20.05.2022 and he attended the meeting and on 27.05.2022, Mr. Utkarsh Srivastava falsely blamed that the workman had refused to get transferred to some other location in the meeting held on 20.05.2022. He deposed that his services were terminated vide termination letter dated 16.06.2022 during the pendency of the demand notice. He deposed that no amicable solution could be arrived at between the parties. He deposed that he informed the management that his current salary account No.921010028001794 maintained in the Axis Bank Branch at Pinjore was closed but vide their e-mail dated 21.07.2022, the management informed that amount of ` 37,268/- was reversed back due to account closed. He deposed that on 11.05.2022, the company issued Re-deployment letter without any cause and reason. During his working with respondent-management from 22.06.2021 to 16.06.2022, the management neither issued any charge sheet nor complied with Section 25F of the ID Act.

28. On the other hand, MW1 Shalu Verma vide her affidavit Exhibit 'MW1/A' deposed that the services of the workman were dis-continued vide termination letter dated 16.06.2022 as per the contract of employment. She deposed that the workman was discharging his duties as Advisor -II Customer Service for HP Printers and on 17.02.2022 while auditing calls of the workman it was found by the respondent-management that he was not responding to the calls after landing his extension and the management has not received any artefact from the workman for any technical issue. He was asked to report to office for work but he lingered on one pretext or other. He did not follow the order of the seniors and lastly,his working id. was blocked and he was asked to report for work in office but all in vain. Thereafter, when he did not report in the office for work then HP Printer Tech Project was assigned to other person, as per requirement. She stated that on 11.05.2022, the management issued a Re-deployment letter for other project. Thereafter, the workman immediately issued the demand notice dated 18.05.2022 as a counterblast to re-deployment letter. She deposed that the management received the demand notice dated 18.05.2022 on 20.05.2022 and called him for meeting on 23.05.2022. After consideration,the demand notice dated 18.05.2022 was settled between the workman and the management and the management has already disbursed the salary amount of the workman in his Axis Bank account. She deposed that on 24.05.2022, the workman refused to report to other project as per Re-deployment letter dated 11.05.2022 and after lapse of time of re-deployment letter, services of the workman were discontinued / terminated vide letter dated 16.06.2022. Thereafter, the respondent-management sent full & final settlement amount in the account of the workman, which was reversed from the bank due to closure of account. The management sent an e-mail to the workman regarding alternative account details for disbursement of full & final settlement amount but no alternative account was provided by the workman. She deposed that the respondent-management has not received any notice of appearance from the Conciliation Officer till the date of termination letter dated 16.06.2022. There was no violation of provisions of the ID Act. She deposed that the workman was transferred / re-deployed to Gurugram office vide Re-deployment letter dated 11.05.2022 and before transfer / re-deployment, the workman had worked at Pinjore. His services were

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discontinued / terminated as per terms & conditions of contract. His work was not satisfactory and up to the mark and the workman refused to report to office and join Gurugramas per the transfer order.

29. MW2 also corroborated the testimony of MW1 vide her affidavit 'MW2/A'.

30. MW3 Vikramjit Singh produced the summoned record i.e. attested copy of the KYC details, service details and contribution details of the workman (generated from the system in the office of EPF) and deposed that as per record UAN No.100906766689 was allotted to Rajan Kumar S/o Sh. Mohan Lal Verma and as per record, he was issued Member I.D. DSNHP003369300E0000869 in service tenure from 01.07.2016 to 22.09.2020, PBCHD00297800000042552 in service tenure from 22.06.2021 to 16.06.2022, THVSH20034600000044765 in service tenure from 01.08.2022 to 31.07.2023, MHBAN001543600X1149143 in service tenure from 01.08.2023.

31. It transpires from the record that the workman was appointed to the post of 'Senior Representative (Operations)' and his job profile was that of Advisor - II Customer Services. He was appointed vide appointment letter dated 20.06.2021 (Exhibit 'W3'). This fact has not been denied or disputed by the management.

32. It is the case of the workman that the management had stopped working id. / login id. on 22.02.2022 and that too without any reason or cause and despite various communications and e-mails sent to the management, the management did not respond and he also sent registered post in that regard to the respondent-Company. The workman has placed on record the application addressed by him to the Manager HP Printers intimating about his login id. and attendance revoked on 22.02.2022 (Exhibit 'W14'). However, the respondent-management submitted that while auditing the calls of the workman on 17.02.2022, it came to the knowledge of the management that the workman was not responding to the calls and no information regarding any technical issue was received by the management from the workman. MW1 has placed on record the print out of e-mails dated 28.02.2022, 25.02.2022, 24.02.2022, 21.02.2022, 18.02.2022 and 17.02.2022 (Exhibit 'M5') in that regard. The workman during his cross-examination stated that his id. was blocked in February, 2022 and thereafter it was not re-opened and he did nothing when id. was not opened. He admitted that during his employment period, he was working from home.

33. Learned Representative for the workman submitted that since the respondent-management has failed to respondto his e-mails and letter sent through registered post,the workman issued a demand notice dated 18.05.2022 to the respondent-management (Exhibit 'W18'). The management admitted that the said demand notice was received on 20.05.2022 but at the same time it is the contention of the management that Re-deployment letter dated 11.05.2022 was issued to the workman for his deployment toanother project. The workman vide his affidavit Exhibit 'AW1/A' admitted that Re-deployment letter was issued by the management on 11.05.2022 and he has placed on record e-mail dated 11.05.2022 relating to the Re-deployment (Exhibit 'W25'). The re-deployment letter (Exhibit 'W25') incorporates that the workman was placed in re-deployment pool with effect from 11.05.2022 for 30 days and during that period, he may be requiredto continue to work in the assigned process within Concentrix Daksh Service Private Limited. It further mentioned that the company will try to explore up to 3 re-deployment opportunities to him during Re-deployment period and he will continue to be aligned to his Manager and free to seek guidance for exploring opportunities. It was further mentioned that if he was not re-deployed for any reason whatsoever it may be, the said letter be deemed as formal notification with mutual consent that his services with the company will stand terminated w.e.f. 10.06.2022. The re-deployment letter was issued on 11.05.2022 and the workman has himself placed on record e-mail dated 11.05.2022 (Exhibit 'W25'). The said Re-deployment letter was issued prior to the demand notice dated 18.05.2022 stated to have been received by the management on 20.05.2022.

34. It is the case of the workman that the management-Company had called him for a meeting on 20.05.2022 and he attended the said meeting. The workman during his oral testimony stated that he was called for meeting for 20.05.2022 and after consideration, the demand notice dated 18.05.2022 remained unsettled

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between the parties and he did not receive any payment for the period from January, 2022 to July, 2022. MW1 has placed on record the statement of payment to the workman through bank transaction (Exhibit 'M7').

35. It is the contention of the management that the workman refused to report for work and as per Re-deployment letter dated 11.05.2022,after the lapse of re-deployment period, the services of the workman were discontinued vide letter dated 16.06.2022. The workman during his cross-examination admitted that the management-Company had sent e-mail dated 22.05.2022 (Exhibit 'M1'). He admitted that in pursuance to the letter of deployment, he did not join at Gurugram. He suffered a voluntarily statement that no date of joining was mentioned in the Re-deployment letter dated 11.05.2022 but at the same time, he further admitted that he refused the management to re-join at Gurugram.

36. The Learned Representative for the workman submitted that no date of joining was mentioned in the letter of Re-deployment dated 11.05.2022 and therefore, the workman could not join at Gurugram. However, Re-deployment letter Exhibit 'W25' clearly provides that the workman was placed in re-deployment pool for 30 days and the respondent-Company will try to explore up to three opportunities and he will continue to be aligned to his Manager and he wasfree to seek guidance for exploring opportunities. There is nothing on record to show that the workman had ever contacted the respondent-management showing his willingness to join at Gurugram rather the cross-examination of workman clearly shows that the workman refused the management to re-join at Gurugram and he imposed the condition to settle his demand notice before his re-joining at Gurugram.

37. The workman has himself placed on record the appointment letter dated 20.06.2021 issued by the respondent-management(Exhibit 'W3') along with details of the salary (Exhibit 'W3/1').MW1 has also tendered in evidence the appointment letter of the workman as (Exhibit 'M3'). Clause 1.2 of the said appointment letter mentions that initial place of work shall be Chandigarh however, his serviceswere transferable to any other role, competency, place or office of the Company or to any subsidiary or associate Company, whether now existing or still to be formed. Further Clause 2.7 of the said appointment letter mentions that the initial period of probation was 365 days from his date of joining and he will be deemed to be confirmed at the end of probation period unless communicated otherwise. Clause 2.9 of the said letter further mentions that after confirmation and thereafter, his services may be terminated by either party by giving 30 days' notice or gross salary in lieu thereof. The workman during his cross-examination admitted that as per Clause 2.7 of the appointment letter (Exhibit 'W3'), his initial probation period was of 365 days. He specifically admitted that as per Clause 2.8, the management could terminate his service by giving 15 days prior notice and he could leave the job by issuing 15 days prior notice. He admitted that Clause 2.10 of appointment letter deals with transfer by Company to other position. During his cross-examination he stated that he refused the respondent-Corporation to rejoin at Gurugram. Hence, the workman was well aware of the terms & conditions of the appointment letter (Exhibit 'W3').

38. Learned Representative for the workman submitted that the condition of transfer did not apply during the pendency of the demand notice. As per record, the workman has issued demand notice on 18.05.2022, which as per the testimony of MW1 was received by the management on 20.05.2022. The management had issued Re-deployment letter dated 11.05.2022 and after the lapse of re-deployment letter the services of the workman were terminated on 16.06.2022. Therefore, the plea of the workman that the condition of transfer to other position does not apply during the pendency of the demand notice does not carry any merit as the demand notice was issued subsequently to the issuance of Re-deployment letter and the workman did not re-join at Gurugram and the respondent-management was constrained to terminate his services on 16.06.2022 in terms of Re-deployment letter dated 11.05.2022.

39. The workman during his cross-examination stated that he did not receive his wages for the period January, 2022 to July, 2022. MW1 has placed on record the statement of payment to the workman through bank transaction for the period of February, 2022 to August, 2022 (Exhibit 'M7'). The respondent-management has also placed on record the statement of account of the workman for the period 01.07.2021 to 17.06.2022 (Exhibit 'RA') which reflected the payment of ` 14,572/- in the account of the workman on 16.06.2022.

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40. Learned Representative for the workman submitted that the services of the workman were terminated without issuance of charge sheet and without payment of retrenchment compensation. Admittedly, the login id. of the workman was blocked on 22.02.2022 and thereafter Re-deployment letter was issued to the workman on 11.05.2022. The workman admittedly did not re-join at Gurugram and issued a demand notice dated 18.05.2022 and thereafter the services of the workman were terminated vide termination letter dated 16.06.2022. The job of the workman was transferable as per the terms & conditions of the appointment letter and the workman being employee of the respondent-management was obliged to accept order of transfer which was in conformity with his joining letter. Inspite of joining at the place of transfer, he abandoned his duties without any cogent explanation. Moreover, as per terms & conditions of the appointment letter, the workman was on probation of 365 days and the workman at the time of working with the management was working from home and thereafter he was called to report at the office for work but the workman did not report in the office and thereafter failed to comply with order of transfer. As such,the management has proved that the conduct of the workman was not up to mark and his services were discontinued by the respondent-management as he failed to come up with expectations of the management. Reliance is placed on the authority titled as ***Ramesh Kumar Versus M/s Continental Engineers Ltd. & Another, 2011(1) SLR 660.***

41. As per record, the management moved the application directing the workman to furnish the admission & denial affidavit regarding his employment with Reliance Projects and Properties Management Services Limited from 01.08.2022 to 31.07.2023 and employment with Reliance Industries Limited from 01.08.2023 to till date and transfer of provident fund from management to Reliance Projects & Properties Management Services Limited to Reliance Industries Limited. On 03.10.2025, the workman suffered a statement that he was working with Reliance Projects & Properties Management Services Private Limited w.e.f. 01.08.2022 to 31.07.2023 and thereafter with Reliance Industries Limited from 01.08.2023 till date on contract basis which was going to expire on 31.12.2025. As such, the workman is gainfully employed after his discontinuation / termination dated 16.06.2022. Resultantly, this issue stands decided against the workman and in favour of the management.

Issue No. 4 & 5

42. The management was required to prove both the said issues. Learned Representative for the management has not pressed both the said issues during the course of arguments. As such, both the said issues stand decided accordingly.

Relief

43. In view of the aforesaid findings of issue No.1, the industrial dispute in hand stands declined. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : January 19, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

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CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 1st April, 2026

No. 628515-HII(2)-2026/3637.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR(PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. **6/2023 dated 20.02.2026** delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

ROHIT YADAV S/O SH. OM PARKASH, CURRENTLY RESIDING AT # 4, NEAR GURU DUWARA SAHIB, SARANGPUR, CHANDIGARH. (WORKMAN)

AND

1. GOVERNMENT INDUSTRIAL TRAINING INSTITUTE FOR WOMEN, THROUGH ITS PRINCIPAL, SECTOR 11, CHANDIGARH.

2. M/S EAGLE EYE SECURITY & HOUSE KEEPING, THROUGH ITS PROPRIETOR, # 662/1, GHATI ROAD, PUNJABI BASTI, ANAND PARBAT, NEW DELHI - 110005.

3. M/S WORK POWER FACILITY MANAGEMENT, THROUGH ITS PROPRIETOR, C/O THE PRINCIPAL, GOVERNMENT INDUSTRIAL INSTITUTE FOR WOMEN, SECTOR 11, CHANDIGARH. (MANAGEMENT)

AWARD

1. Workman Rohit Yadav has presented Industrial Dispute in hand under Section 2A(2) of the Industrial Disputes Act, 1947 *(here-in-after in short called 'ID Act').*

2. Briefly stated, the workman was orally engaged by management No.1 w.e.f. February, 2021 as Work Shop Attendant (WSA). His last drawn wages were ` 14,133/- per month. The principal employer i.e. management No.1 with mala fide intentions had shown the name of the workman and other co-workers under the alleged contractors whereas he had worked under the direct control & supervision of the management. On 05.03.2022, the principal employer and the contractor refused to allow duty to the workman. He was not issued any memo, charge sheet and no inquiry was conducted before termination. He was not offered notice pay in lieu of notice period and compensation. Job of the workman still exists and juniors to him were retained in service. The management has violated Section 25F, 25G & 25H of the ID Act. Prayer was made that the workman may be reinstated into service with continuity of service, full back wages.

3. Management No.1 contested the claim of the workman by filing written statement raising preliminary objections inter alia that the Chandigarh Administration, Finance Department vide its letter No.27/4/9-UTFII(12)-2014/9421 dated 07.11.2014 has decided as policy matter that all the Group 'D' posts as and when fallen vacant would be filled up through outsourcing after following proper procedure. In pursuance to the abovesaid policy dated 07.11.2014, the answering management had floated the tender on the GeM Portal for hiring outsourcing contractor, after obtaining necessary permission from the competent authority i.e. Director Technical Education, Chandigarh. After finalization of the bidding process on GeM Portal, the management has executed contract from 01.10.2020 to 05.09.2021 with management No.2 i.e. M/s Eagle Eye Security and Housekeeping. Management No.2 had deployed the workman on 08.02.2021 vide deployment order dated 08.02.2021.

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Thereafter, the contract was further extended with management No.2 on the same terms & conditions till 04.03.2022 and contract with management No.2 was terminated with efflux of time. After finalization of new bidding process on GeM Portal, management No.3 was awarded contract. The answering management had executed contract from 05.05.2022 to 04.05.2023 between management No.3 for providing the manpower on outsource basis. No relationship of employer and employee ever existed between the workman and answering management. The workman has not impleaded the Director Technical Education, U.T. Chandigarh as party as the same is competent authority and is necessary party for the claim.

4. On merits, it is stated that the workman was engaged by management No.2 as per contract dated 24.09.2020. Neither any appointment letter was ever issued nor his services were terminated by the answering management. Remaining averments of the claim statement were denied and prayer was made for dismissal of the claim statement qua management No.1.

5. Management No.2 contested the claim of the workman and filed written reply raising preliminary objections inter alia that management No.1 - Government Industrial Training Institute for Women was the principal employer and the workman was working for management No.1. Management No.2 was engaged by management No.1 for specific period. Thereafter, management No.1 had engaged management No.3 i.e. M/s Work Power Facility Management (OPC) Private Limited and management No.2 never terminated the workman during its contract period. Prayer was made for dismissal of the claim qua management No.2.

6. None appeared on behalf of management No.3 despite notice as such management No.3 was proceeded against ex-parte vide order dated 26.02.2024.

7. The workman filed separate replications to the written statement / reply filed by management No.1 and 2 wherein he reiterated the contents of the application and denied the averments made by management No.1 & 2 in their written statement / reply.

8. From the pleadings of the parties, following issues were framed vide order dated 08.08.2024 :-

1. Whether the termination of the services of the workman is illegal ? If so, to what effect and what relief he is entitled to ? OPW
2. Whether there is no relationship of employer-employee between management No.1 and workman ? OPM (management No.1)
3. Whether the claim statement is bad for non-joinder of party ? OPM (management No.1)
4. Relief.

9. Thereafter, both the parties were called upon to lead their respective evidence.

10. In evidence of the workman, the workman examined summoned witness Jai Kumar - Instructor, O/o Government Industrial Training Institute for Women, Sector 11, Chandigarh as AW1, who brought the summoned record and placed on record documents :-

Copy of awarding of contract bearing Memo No. GITIW/Outsource F223/2022/1338 dated 05.05.2022	**Exhibit 'W1'**
Copy of order passed by Superintendent (G-II) for Director Technical Education, Chandigarh regarding revision of DC Rates	**Exhibit 'W2'**

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Copy of order bearing Endst. No.DC/DN/F-20/2022/12733 dated 10.06.2022 passed by D.C. Chandigarh regarding revision of D.C. Rate for the period 01.04.2022 to 31.03.2023	**Exhibit 'W3'**
Copy of bill bearing Invoice No.052 dated 04.07.2022 vide Exhibit submitted by contractor i.e. Work Power Facility Management OPC. Pvt. Ltd.	**Exhibit 'W4'**
Copy of office order No.353 dated 28.07.2022 regarding payment of wages of Principal, Govt. Industrial Training Institute for Women, Sector 11, Chandigarh	**Exhibit 'W5'**

11. The workman failed to conclude its evidence despite availing several opportunities including last opportunity. Today i.e. on 20.02.2026 neither the workman nor anyone on his behalf has appeared.

12. Case file perused. In the case in hand, as per claim of the workman, the workman was aggrieved that his services were terminated illegally by the management. The workman did not step into the witness box to substantiate his claim. Today, none appeared on behalf of the workman. It seems that the workman is not interested in perusing the matter. Accordingly, the industrial dispute in hand stands declined for want of prosecution. Appropriate Government be informed accordingly. File be consigned to records after due compliance.

(Sd.) . . .,

Dated : February 20, 2026

(MANISHA JAIN)
UID No.PB0158
PRESIDING OFFICER,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.

Secretary Labour,
Chandigarh Administration.

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CHANGE OF NAME

I, Sukirti Jaiswal W/o Kapil Narula R/o # 3285/1, Sector 45-D, Chandigarh, I have changed the name of my minor son from Shubhang Narula to Hardik Narula.

[981-1]

I, Vikas Narula S/o Gurbachan Lal Narula R/o 1293, Sector 37-B, Chandigarh, have changed my minor daughter's name from Baby two of Shikha to Allahi Narula.

[982-1]

I, Dharam Singh S/o Bhup Singh R/o House No. 38, Khuda Jasu, Khuda Lahora, Chandigarh, have changed my name from Kanhiya to Kanhaiya.

[983-1]

I, Anchala Kumari W/o Nandu # 1837/A, Small Flats Dhanas, Chandigarh, have changed my name to Chanchal Kumari.

[984-1]

I, Saganjot Singh S/o Balwinder Singh R/o # 562-C, Sector 46-A, Chandigarh, have changed my name to Shaganjot Singh.

[985-1]

I, Sumitra Batabayal W/o Sushil Batabyal R/o 430, Dera Sahib, Manimajra, Chandigarh, do have changed my name Sumitra Batabayal to Sumitra Batabyal.

[986-1]

I, Manjeet Ram, S/o Sh. Babu Ram, R/o H. No. 1513-A, GMCH Complex, Sector-32, Chandigarh, have changed my name from Manjeet Ram to Manjit Ram.

[987-1]

I, Manish S/o Sh. Raj Kumar # 908, 1st Floor, Dadumajra, Calony Sector-38 West Chandigarh, I have changed my name from Manish to Manish Kumar.

[988-1]

I, Sushil Batabayal S/o Sanatan Batabyal R/o 430, Dera Sahib, Manimajra, Chandigarh, do have changed my name Sushil Batabayal to Sushil Batabyal.

[989-1]

I, Lajji Devi W/o Mr. Vinod Kumar Resi. of # 804, Sector 7-B, Chandigarh, declare that I have changed my name from Lajji Devi to LAL JI.

[990-1]

I, Tanya D/o Mubarik Ali R/o # 714-B, Small Flats Dhanas Chandigarh, have changed my name to Tania Bano.

[991-1]

I, Akalesh Yadav S/o Nageshwar Yadav R/o 338, Charan Singh Colony, Mauli Jagran Chandigarh, have changed my name from Akalesh Yadav to Akhilesh Yadav.

[992-1]

I, Bushan Kumar S/o Sh. Hanuman Gupta R/o House No. 1538/2, Sector 30-B, Chandigarh, have changed my name from Bushan Kumar to Bhisham Kumar.

[993-1]

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